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Attorneys for Defendants

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

PETER BYRNE,

Plaintiff,

v.

U.S. DEPARTMENT OF THE TREASURY;  
OFFICE OF FOREIGN ASSETS CONTROL,

Defendants.

Docket No. 3:20-cv-07478-JSC

**STIPULATION OF SETTLEMENT AND  
DISMISSAL WITH PREJUDICE UNDER  
FRCP 41(a)(1)(A)(ii)**

IT IS HEREBY STIPULATED by and between the undersigned Plaintiff and Defendants, by and through their respective attorneys, as follows:

1. Defendants shall pay \$37,075 (Thirty-seven thousand, seventy-five dollars and zero cents) to Plaintiff in full and complete satisfaction of Plaintiff's claims for attorneys' fees, costs, and litigation expenses under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, as amended, in the above-captioned matter. This payment shall constitute full and final satisfaction of any and all of Plaintiff's claims for attorneys' fees, costs, and litigation expenses in the above-captioned matter, and is inclusive of any interest. Payment of this money will be made by electronic funds transfer or check promptly after filing and entry of this Stipulation, and after receipt of necessary information from Plaintiff in order to effectuate the payment. Defendants will make all reasonable efforts to

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1 make payment within thirty (30) days of the date that Plaintiff's counsel provides the necessary  
 2 information for the electronic funds transfer and this Stipulation is approved by the Court, whichever  
 3 is later, but cannot guarantee payment within that time frame.

4       2.       Upon the execution of this Stipulation, Plaintiff, having received the records he  
 5 requested, hereby releases and forever discharges Defendants, their successors, the United States of  
 6 America, and any department, agency, or establishment of the United States, and any officers,  
 7 employees, agents, successors, or assigns of such department, agency, or establishment, from any  
 8 and all claims and causes of action that Plaintiff asserts or could have asserted in this litigation, or  
 9 which hereafter could be asserted by reason of, or with respect to, or in connection with, or which  
 10 arise out of, the specific FOIA request on which this action is based, including but not limited to all  
 11 past, present, or future claims for attorneys' fees, costs, or litigation expenses in connection with the  
 12 above-captioned litigation.

13       3.       The provisions of California Civil Code Section 1542 are set forth below:

14       “A general release does not extend to claims that the creditor or releasing party does not  
 15 know or suspect to exist in his or her favor at the time of executing the release and that, if  
 16 known by him or her, would have materially affected his or her settlement with the debtor or  
 released party.”

17 Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by Plaintiff's  
 18 attorney, and fully understanding the same, nevertheless elects to waive the benefits of any and all  
 19 rights Plaintiff may have pursuant to the provision of that statute and any similar provision of federal  
 20 law as it relates to the FOIA request at issue or any other matter alleged in the Complaint. Plaintiff  
 21 understands that, if the facts concerning any injuries, liability for damages pertaining thereto, or  
 22 liability for attorneys' fees, costs or litigation expenses are found hereafter to be other than or  
 23 different than the facts now believed by it to be true as it relates to the FOIA request at issue or any  
 24 other matter alleged in the Complaint, this Stipulation shall be and remain effective notwithstanding  
 25 such material difference.

26       4.       Execution of this Stipulation and its approval by the Court shall constitute dismissal  
 27 of this case with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

1           5.       The parties acknowledge that this Stipulation is entered into solely for the purpose of  
2 settling and compromising any remaining claims in this action without further litigation, and it shall  
3 not be construed as evidence or as an admission on the part of Defendants, the United States, its  
4 agents, servants, or employees regarding any issue of law or fact, or regarding the truth or validity of  
5 any allegation or claim raised in this action, or as evidence or as an admission by the Defendants  
6 regarding Plaintiff's entitlement to attorneys' fees, costs, or other litigation expenses under FOIA.  
7 This Stipulation shall not be used in any manner to establish liability for fees or costs in any other  
8 case or proceeding involving Defendants.

9           6.       This Stipulation is binding upon and inures to the benefit of the parties hereto and  
10 their respective successors and assigns.

11           7.       If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the  
12 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or  
13 impaired thereby.

14           8.       This Stipulation shall constitute the entire agreement between the parties, and it is  
15 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by  
16 the parties hereto. The parties further acknowledge that no warranties or representations have been  
17 made on any subject other than as set forth in this Stipulation.

18           9.       The persons signing this Stipulation warrant and represent that they possess full  
19 authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

20           10.      This Stipulation may not be altered, modified or otherwise changed in any respect  
21 except in writing, duly executed by all of the parties or their authorized representatives.

22           11.      It is contemplated that this Stipulation may be executed in several counterparts, with a  
23 separate signature page for each party. All such counterparts and signature pages, together, shall be  
24 deemed to be one document.

1 IT IS SO STIPULATED.

2 DATED: February 10, 2023

DAVIS WRIGHT TREMAINE LLP

3 /s/ Thomas R. Burke<sup>1</sup>

4 THOMAS R. BURKE

5 Attorney for Plaintiff Peter Byrne

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7 STEPHANIE M. HINDS

8 United States Attorney

9 DATED: February 10, 2023

/s/ Benjamin J. Wolinsky

10 BENJAMIN J. WOLINSKY

11 Assistant United States Attorney

12 Attorneys for Defendants U.S. Department of the  
13 Treasury and Office of Foreign Assets Control  
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27 <sup>1</sup> In compliance with Civil Local Rule 5-1, the filer of this document attests under penalty of  
28 perjury that counsel for Plaintiff has concurred in the filing of this document.